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12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 CHEGG, INC.,

16 PLAINTIFF,

17 v.

18 JOHN DOE, A/K/A "JAKE IRWIN", A/K/A
19 "JASON AJ", A/K/A "GODWIN
20 CHRISTO", D/B/A "TECHLACARTE",
D/B/A "TECHFILX"

21 DEFENDANT.

) CASE No: 21-cv-2139

) **PLAINTIFF CHEGG, INC.'S**
) **COMPLAINT FOR VIOLATIONS OF**
) **THE COMPUTER FRAUD AND**
) **ABUSE ACT, VIOLATIONS OF THE**
) **CALIFORNIA COMPREHENSIVE**
) **COMPUTER DATA ACCESS AND**
) **FRAUD ACT, BREACH OF**
) **CONTRACT, AND TRADEMARK**
) **INFRINGEMENT**

) **JURY TRIAL DEMANDED**

1 Plaintiff Chegg, Inc. (“**Chegg**”) makes the following allegations against Defendant
2 John Doe, a/k/a “Jake Irwin”, a/k/a “Jason AJ”, a/k/a “Godwin Christo”, also d/b/a
3 “TechLaCarte” and/or “Techfilx” (“**Defendant**”):

4 **PARTIES**

5 1. Plaintiff Chegg is a domestic corporation organized and existing under the
6 laws of the State of Delaware, with its principal place of business located at 3990 Freedom
7 Circle, Santa Clara, California 95054.

8 2. The true identity of Defendant John Doe (hereinafter “**TechLaCarte**” or
9 “**Techfilx**” or “**Defendant**”) is unknown, but upon information and belief, is the individual
10 or entity that owns or controls the domain names <techlacarte.com> and <techfilx.com>.
11 On information and belief, that individual, who has alternatively used fictitious names
12 including “Jake Irwin”, “Jason AJ”, and “Godwin Christo,” also operates the websites
13 associated with the aforementioned domain names, which are available at the URL
14 https://techlacarte.com (the “**TechLaCarte Website**”) and the URL https://techfilx.com
15 (the “**Techfilx Website**”), and does business as both “TechLaCarte” and “Techfilx.” Upon
16 further information and belief, details to be obtained in discovery from third-party services
17 providers such as PayPal, Cloudflare and BigRock Solutions, among others, will lead to
18 the full identification of Defendant.

19 **JURISDICTION AND VENUE**

20 3. This Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a)
21 because this action alleges violations of federal statutes, including the Computer Fraud and
22 Abuse Act (18 U.S.C. § 1030) and the Lanham Act (15 U.S.C. §§ 1114 and 1125(a)). The
23 Court has supplemental jurisdiction over the remaining claims under 28 U.S.C. § 1367.

24 4. This Court has personal jurisdiction because Defendant directs business
25 activities toward and conducts business within this Judicial District through at least the
26 interactive, commercial websites TechLaCarte and Techfilx. Furthermore, among other
27 acts, Defendant unlawfully accessed and used Chegg’s computers and servers located in
28 this District in order to operate and offer his illicit services.

1 content. In other words, rather than develop its own products or services, Defendant is
2 making money by stealing from Chegg.

3 10. Defendant's appropriation of Chegg's content for its own financial gain has
4 forced Chegg to bring this legal action against Defendant to stop the unauthorized
5 dissemination of its proprietary content and the diversion of its actual and potential
6 customers to Defendant's website.

7 **B. Chegg and the Chegg Study® Homework Help Service**

8 11. Chegg's online tools have all been developed to help students learn more
9 effectively and efficiently. Through Chegg's proprietary online platforms, students can
10 access educational information, tools, and resources such as live online tutoring, writing
11 tools for proofreading essays and creating bibliographies to correctly cite their research
12 sources, interactive programs that explain math concepts, and online textbook rentals.
13 Chegg offers its services via its multiple websites, one of which can be accessed from the
14 URL <http://www.chegg.com> (the "**Chegg Website**" or "**Chegg.com**").

15 12. Chegg is particularly well-known for its Chegg Study® service, which helps
16 students master challenging concepts on their own. Through Chegg Study, users can access
17 Chegg's massive library of millions of proprietary step-by-step solutions to homework and
18 study questions. For high-demand print textbooks and eTextbooks, primarily in the
19 subjects of sciences, technology, engineering, mathematics, statistics, business and
20 economics, Chegg offers "Textbook Solutions," which are step-by-step explanations that
21 help students understand how to solve the questions and master the subject matter from
22 their textbooks and course materials. Users can also submit problems not covered in
23 textbooks to Chegg's subject matter experts, who provide proprietary step-by-step guided
24 solutions to those questions, known as "Expert Answers." Both the "Textbook Solutions"
25 and the "Expert Answers" (collectively, "**Chegg Content**"), which have been created by
26 Chegg over many years and together comprise more than 30 million independent solutions,
27 are available exclusively to Chegg's subscribers. A sample of Chegg Content can be
28 viewed below and in **Exhibit A** to this Complaint.



Textbook Solutions Expert Q&A Study Pack Practice

Impedance of the circuit, $Z = 20 \Omega$

Power factor = 0.75

Frequency, $f = 50 \text{ Hz}$

Part B

Using the expression of power factor,

$$\cos \phi = \frac{R}{Z}$$

Resistance of the circuit is given by

$$\begin{aligned} R &= Z \cos \phi \\ &= 20 \times 0.75 \\ &= 15 \Omega \end{aligned}$$

Since the source voltage lags the current, it is a capacitance element. Capacitive reactance is given by,

$$\begin{aligned} X_C &= \sqrt{Z^2 - R^2} \\ &= \sqrt{20^2 - 15^2} \\ &= 13.3 \Omega \end{aligned}$$

Power factor is unity means $\cos \phi = 1$

$$\begin{aligned} \frac{R}{Z} &= 1 \\ R &= Z \end{aligned}$$

$$\begin{aligned} \text{Impedance } Z &= \sqrt{R^2 + (X_L - X_C)^2} \\ X_L - X_C &= 0 \\ X_L &= X_C \end{aligned}$$

Inductive reactance, $X_L = \omega L$

$$\begin{aligned} \text{Inductance, } L &= \frac{X_L}{\omega} \\ &= \frac{X_C}{2\pi f} \\ &= \frac{13.3}{2 \times 3.14 \times 50} \\ &= 0.106 \text{ H} \end{aligned}$$

13. Chegg has invested an enormous amount of time and money, over many years, to develop, maintain, and expand its database of high-quality, user-friendly, proprietary educational resources.

14. Chegg has paid many millions of dollars to license textbook questions from educational textbook publishers, allowing Chegg the right to use and reproduce questions from the publishers' copyrighted textbooks on Chegg.com.

15. Further, Chegg has worked tirelessly with thousands of subject matter experts to create unique, original, and substantively rich teaching materials. Chegg's own research and feedback from customers has confirmed that students are not interested in just being told the final answers; they want to *learn*. For that reason, Chegg Study solutions are both independently created and "guided," meaning that they actually walk students through a step-by-step analysis of question and solution, to *teach* the user how to arrive at the correct solution.

16. Chegg's substantial investment in its database of such solutions is ongoing – it adds new material to the Chegg Study service on a daily basis. Furthermore, Chegg employs stringent quality control measures to ensure that the Chegg Content is accurate, fulsome, and up-to-date. As a result, the Chegg Study service is not only beloved by students, but also has high profit margin and forms a core component of Chegg's business.

17. To access the Chegg Study service, and other resources on Chegg.com, student users pay Chegg a monthly subscription fee. Each user then creates a unique username and password that allows him or her access to Chegg's services. These login credentials are personal to each user, and shared access is strictly prohibited under Chegg's Terms of Use. Chegg Study may be accessed from Chegg.com as well as Chegg's mobile application.

C. The Chegg Terms of Use Govern Access to Chegg.com and Chegg Study®

18. As a condition of access to Chegg's services, including Chegg.com and the Chegg Study service, users must agree to Chegg's Terms of Use (the "**Terms of Use**"). The Terms of Use are attached as **Exhibit B** to this Complaint.

19. Chegg's Terms of Use include, without limitation, the following terms:

- **Account Registration & Termination:** “. . . you may not share your account or any of the Services with others. . . . You agree you will not sell or share or otherwise transfer your membership or any membership rights.”
- **Proprietary Rights:** “Any unauthorized use of Chegg Content is prohibited.”
- **Your License to Use Chegg Content:** “You may only use the Services for your own personal use. You agree not to view, copy, or procure content or information from the Services by automated means . . . to frame, mask, extract data or other materials from the Chegg Content No materials from the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without Chegg's prior written permission or as expressly provided in these Terms of Use. . . . Where you purchase a subscription or a license to access any Chegg Content, you may not share that subscription or license with others.”

D. The CHEGG Marks

20. Since at least as early as 2003, Chegg, or its predecessor in interest, has exclusively used the coined and inherently distinctive mark CHEGG to brand Chegg's tutoring, homework help, textbook rental, and other related educational and entertainment services and products. Chegg has acquired numerous U.S. federal trademark registrations, including, but not limited to, the following registrations (the “**CHEGG Marks**”):

- 5,058,869 CHEGG
- 4,777,915 CHEGG STUDY
- 4,021,925 CHEGG
- 3,970,742 CHEGG.COM
- 3,191,844 CHEGG

True and correct copies of the certificates of registration for these trademarks are attached as **Exhibit C**. Three of these marks have become “incontestable” under Section 15 of the

1 Lanham Act, 15 U.S.C. § 1065, thereby constituting conclusive and independent evidence
2 of Chegg's exclusive right to use those marks in commerce.

3 21. The registrations identified above cover goods and services including, *inter*
4 *alia*, "Educational services, namely, providing on-line learning resources in the nature of
5 study guides, study materials and personal study assistance for students of primary,
6 secondary and college levels," and "providing mentoring, tutoring, and instruction in a
7 wide variety of subjects"

8 22. Chegg has invested a substantial amount of time and resources to promote and
9 advertise the inherently distinctive CHEGG Marks, and the goods and services associated
10 therewith. Chegg markets its tutoring and other educational services to consumers
11 throughout the United States. Since 2014, Chegg has spent more than \$200 million to
12 advertise and promote its goods and services under the CHEGG Marks. As a result, Chegg
13 has developed valuable goodwill and an outstanding reputation in the CHEGG Marks. The
14 CHEGG Marks are extremely well-known among students in the United States and have
15 become exclusively associated in the minds of the consuming public with a single source,
16 namely, Chegg.

17 **E. Defendant's Unauthorized Activities**

18 23. Defendant is the individual who owns or controls the domain name
19 <techlacarte.com> and the TechLaCarte Website, and operates the TechLaCarte criminal
20 endeavor.

21 24. The registrar of the <techlacarte.com> domain name is a US-based entity
22 called BigRock Solutions Ltd. According to BigRock Solutions, the <techlacarte.com>
23 domain name is registered to one "Jake Irwin," with public address listed as "303, North
24 street" in "MAA, IN," postal code 600028. A true and correct copy of the WHOIS look-
25 up for the domain name <techlacarte.com>, accessed on March 16, 2021, is attached as
26 **Exhibit D** to this Complaint. On information and belief, the address provided for the
27 registrant in the WHOIS is incorrect (for example, "MAA" is the airport code for Chennai,
28 India, rather than a city). The registrant's true location and identity are unknown.

25. Upon information and belief, Defendant is also the individual who owns or controls the domain name <techfilx.com> and the Techfilx Website, and operates the Techfilx criminal endeavor. BigRock Solutions is also the registrar of the <techfilx.com> domain name. According to BigRock Solutions, the <techfilx.com> domain name is registered to one “Godwin Christo,” with public address listed as “8/30, sri sakthi nagar, krishnapuram” in “Tamil Nadu, IN” postal code 627011. A true and correct copy of the WHOIS look-up for the domain name <techfilx.com>, accessed on March 16, 2021, is attached as **Exhibit E** to this Complaint. On information and belief, the address provided for the registrant in the WHOIS is incorrect, and the registrant’s true location and identity are unknown.

26. Since at least February 2020, TechLaCarte has published and maintained numerous blog posts that offer Internet users free access to the subscription-only content and services of a variety of digital content and service providers, including Chegg.

27. For instance, TechLaCarte published and maintained two posts that enabled visitors to circumvent Chegg’s paywall and access proprietary Chegg Study homework help solutions without a subscription, and thus, without authorization. In particular, Defendant’s posts, titled “Free Chegg Accounts Username and Password” (“**Chegg Accounts**”) and “How to Get Chegg Answers for FREE” (“**Chegg Answers**”) (collectively, “**2020 Infringing Posts**”), were first published on the TechLaCarte website at least as early as February 1, 2020, and March 21, 2020, respectively. *See Exhibits F, G.* Defendant republished the 2020 Infringing Posts to the TechLaCarte website, such that both, at that time, bore a date of April 4, 2020. *See Exhibits H, I.*

28. The 2020 Infringing Posts invited visitors to request unauthorized access to Chegg Content by submitting a specific Chegg question or a link to a specific Chegg question via a request form. The 2020 Infringing Posts expressly instruct visitors on how to request Defendant’s illicit services.

29. The Chegg Accounts post states (*see Exhibit H*):

Our service is free to use – all you need to do is **post your**

question or Chegg question link in our comments section with your email address and let us find the answer for you. You will receive the complete solution to your question via email.

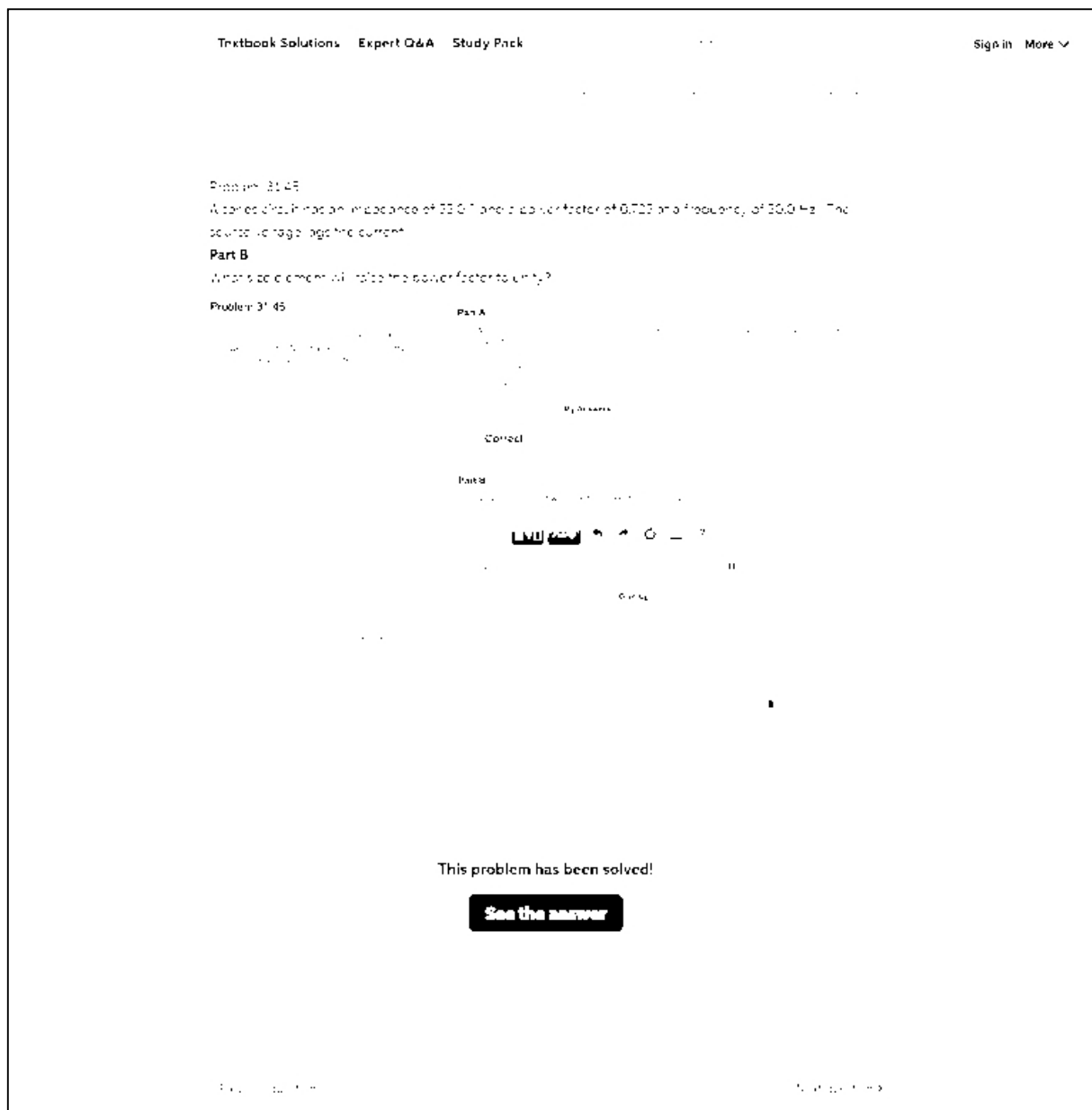
30. The Chegg Answers post states (*see Exhibit I*):

We have an active Chegg subscription, so guys, if you have any questions in your subject, just ask it directly by filling the handy form found below or in the comments section or reach us through of facebook page. In Techlacarte we are happy to help you with your tough assignments. You will receive complete solutions to your question within a few minutes after the submission. In case of urgency with the answer don't hesitate to leave us a message on our facebook page, because it can help you get your answers real fast, especially if we are away. Make sure to add correct email address in the submission form, since we will be sending your answers to the email address you provided in the form entry.

31. An image of the request form used in the 2020 Infringing Posts can be seen in the attached **Exhibits F-I** and is reproduced below:

32. After entering a name, email address, and a specific Chegg question or link to a Chegg question, the user clicks the “Submit” button. Shortly after submitting a request using this form, the requesting user receives an email response that provides – free of charge – a verbatim copy of the relevant Chegg Content. An example of such an email response containing a verbatim copy of certain Chegg Content is attached as **Exhibit J**, and images from **Exhibits A** and **J** are reproduced below to demonstrate that TechLaCarte provides a verbatim copy of the protected Chegg Content.

Public Version of Chegg Study Solution (Ex. A)



Subscription Only Version of Chegg Study Solution (Ex. A)



Textbook Solutions Expert Q&A Study Pack Practice

Impedance of the circuit, $Z = 20 \Omega$

Power factor = 0.775

Frequency, $f = 50 \text{ Hz}$

Part B

Using the expression of power factor,

$$\cos \phi = \frac{R}{Z}$$

Resistance of the circuit is given by

$$\begin{aligned} R &= Z \cos \phi \\ &= 20 \times 0.775 \\ &= 15.5 \Omega \end{aligned}$$

Since the source voltage lags the current, it is a capacitance element. Capacitive reactance is given by,

$$\begin{aligned} X_C &= \sqrt{Z^2 - R^2} \\ &= \sqrt{20^2 - 15.5^2} \\ &= 12.5 \Omega \end{aligned}$$

Power factor is unity means $\cos \phi = 1$

$$\begin{aligned} \frac{R'}{Z'} &= 1 \\ R' &= Z' \end{aligned}$$

$$\begin{aligned} \text{Impedance } Z' &= \sqrt{R'^2 + (X_L - X_C)^2} \\ X_L - X_C &= 0 \\ X_L &= X_C \end{aligned}$$

Inductive reactance, $X_L = \omega L$

$$\begin{aligned} \text{Inductance, } L &= \frac{X_L}{\omega} \\ &= \frac{X_C}{2\pi f} \\ &= \frac{12.5}{2\pi \times 50} \\ &= 0.1006 \text{ H} \end{aligned}$$

Verbatim Copy of Subscription Only Chegg Solution Provided by Defendant (Ex. J)



Welcome to the family of TechLaCarte. Recently you've asked for Unblin this Chegg Question on our website <https://www.chegg.com/home/work-help/questions-and-answers/problem-3145-series-circuit-impedance-55ohm-power-factor-0725-frequency-500-hz-source-voltage-9352099>

Please find your Answer Below / attached Image / Document!

Impedance of the circuit $Z = 55 \Omega$

Power factor $\cos \phi = 0.725$

Frequency, $f = 50 \text{ Hz}$

Part B

Using the expression of power factor

$$\cos \phi = \frac{R}{Z}$$

Resistance of the circuit is given by:

$$\begin{aligned} R &= Z \cdot \cos \phi \\ &= 55 \cdot 0.725 \\ &= 39.875 \Omega \end{aligned}$$

Since the source voltage lags the current, it is a capacitance element. Capacitive reactance is given by:

$$\begin{aligned} X_C &= \sqrt{Z^2 - R^2} \\ &= \sqrt{55^2 - 39.875^2} \\ &= 37.88 \Omega \end{aligned}$$

Power factor is unity means, $\cos \phi = 1$

$$\begin{aligned} \frac{R'}{Z'} &= 1 \\ R' &= Z' \end{aligned}$$

$$\begin{aligned} \text{Impedance, } Z &= \sqrt{R'^2 + (X_L' - X_C')^2} \\ X_L' - X_C' &= 0 \\ X_L' &= X_C' \end{aligned}$$

Inductive reactance, $X_L' = L\omega$

$$\begin{aligned} \text{Inductance, } L &= \frac{X_L'}{\omega} \\ &= \frac{X_C'}{2\pi f} \\ &= \frac{37.88}{2 \cdot 3.14 \cdot 50} \\ &= 0.1206 \text{ H} \end{aligned}$$

33. Through the above-described process, Defendant intentionally distributed Chegg Content without authorization to individuals who did not subscribe to Chegg's services so that they may access the proprietary Chegg Content without paying for those services.

34. Upon information and belief, Defendant obtained the Chegg Content that it distributed using a paid Chegg subscription that it maintains and periodically renews. For example, the April 4, 2020 version of the Chegg Accounts post states (*see Exhibit H*):

However, you can't view the solutions if you don't have a paid Chegg account. If this is your case, we can help you view the answer! In Techlacarte we have a Chegg subscription, and we can use it to help you out. You can see our chegg subscription status in the attached screenshot. We have a **Chegg subscription valid upto April 2020**, which costs \$14.95 per month. Well you don't have to worry about the bill, because we paid it for you and we are offering this service for completely free of cost. Take advantage of this great opportunity that exclusively available to all of the TechLaCarte fans and visitors.

35. By contrast, the previous February 1 version of the Chegg Accounts post advertises use of a Chegg subscription valid through February 2020 (*see Exhibit F*):

However, you can't view the solutions if you don't have a paid Chegg account. If this is your case, we can help you view the answer! In Techlacarte we have a Chegg subscription, and we can use it to help you out. You can see our chegg subscription status in the attached screenshot. We have a **Chegg subscription valid upto February 2020**, which costs \$14.95 per month. Well you don't have to worry about the bill, because we paid it for you and we are offering this service for completely free of cost. Take advantage of this great opportunity that exclusively available to all of the TechLaCarte fans and visitors.

36. Defendant is not, and never has been, authorized to copy, display, distribute, and/or provide any access whatsoever to the proprietary Chegg Study homework help materials, or any other Chegg Content.

37. Defendant's actions are knowing, intentional, willful, malicious, and fraudulent.

1 38. Upon information and belief and at least during much of 2020, Defendant
2 monetized its criminal enterprise by offering subscriptions to users for access to and
3 distribution of proprietary Chegg Content through such entities as PayPal.

4 39. In 2020, Chegg implemented certain technical measures to prohibit
5 Defendant's ongoing theft, and also took various enforcement actions against Defendant.
6 Chegg was able, for a time, to shut down the TechLaCarte criminal endeavor. For that
7 reason, and due to the general difficulty with commencing litigation during the early
8 months of the global Covid-19 pandemic in 2020, Chegg held off—temporarily – on filing
9 suit against Defendant, but continued to monitor the TechLaCarte website.

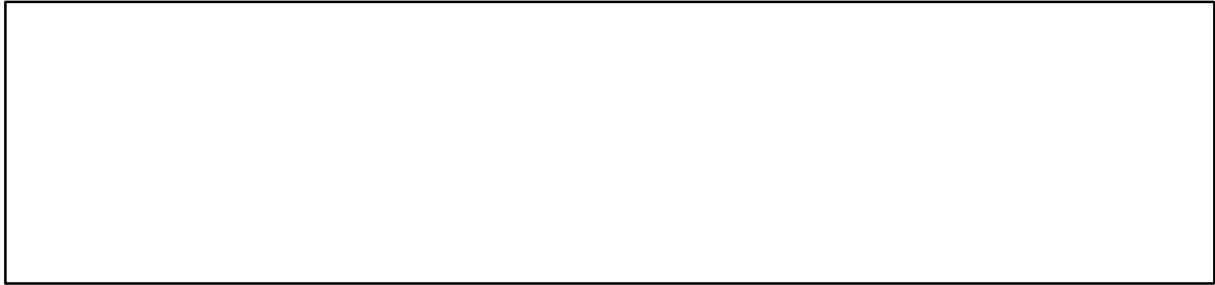
10 40. Chegg learned, unfortunately, that Defendant was not to be deterred. On
11 information and belief, after pausing his business for some period of time over the summer
12 of 2020, Defendant recommenced his criminal endeavor with a new scheme to monetize
13 his theft from Chegg, during the fall of 2020.

14 41. Defendant's criminal conduct continues to this day, and will continue to
15 damage Chegg if not stopped. For instance, on February 7, 2021, Defendant republished
16 a blog titled "How to Get Chegg Answers for Free" ("**2021 Infringing Post**").
17 Unsurprisingly, the 2021 Infringing Post lists TechLaCarte as the "recommended" method
18 for users to access free Chegg answers without an authorized Chegg subscription. *See*
19 **Exhibit K.**


20 42. Chegg has been and continues to be damaged by Defendant's actions because
21 consumers who would otherwise purchase a subscription from Chegg may use
22 TechLaCarte to acquire Chegg Content for free. This results in lost subscription revenue
23 to Chegg, as well as the lost opportunity to cross-sell Chegg's complementary products
24 and services through Chegg.com.

25 43. Information to quantify the extent of the harm to Chegg is currently in the
26 possession and control of Defendant. Nonetheless, upon information and belief, Defendant
27 has disseminated over 11,300 answers and other proprietary Chegg Content. This is
28

evidenced by a banner displayed below the request form in the 2021 Infringing Post, which banner is shown in the attached **Exhibit K** and is reproduced below:



44. Defendant's intentional and willful unauthorized conduct is further evidenced by his evolving revenue generation methods. For example, while the Defendant initially used PayPal to collect payments from users, upon information and belief, Defendant now offers users a three-tiered "Chegg Unlock Plan" to users who request Defendant's illegal services, attached as **Exhibit L** and reproduced below:


Free!

Welcome to the family of TechLaCarte. Recently you've asked for Unblur this Chegg Question on our website:
<https://www.chegg.com/homework-help/questions-and-answers/help-also-show-steps-solving-good-handwriting-q32097384>

You are just one step away from unblur your Chegg Answer!

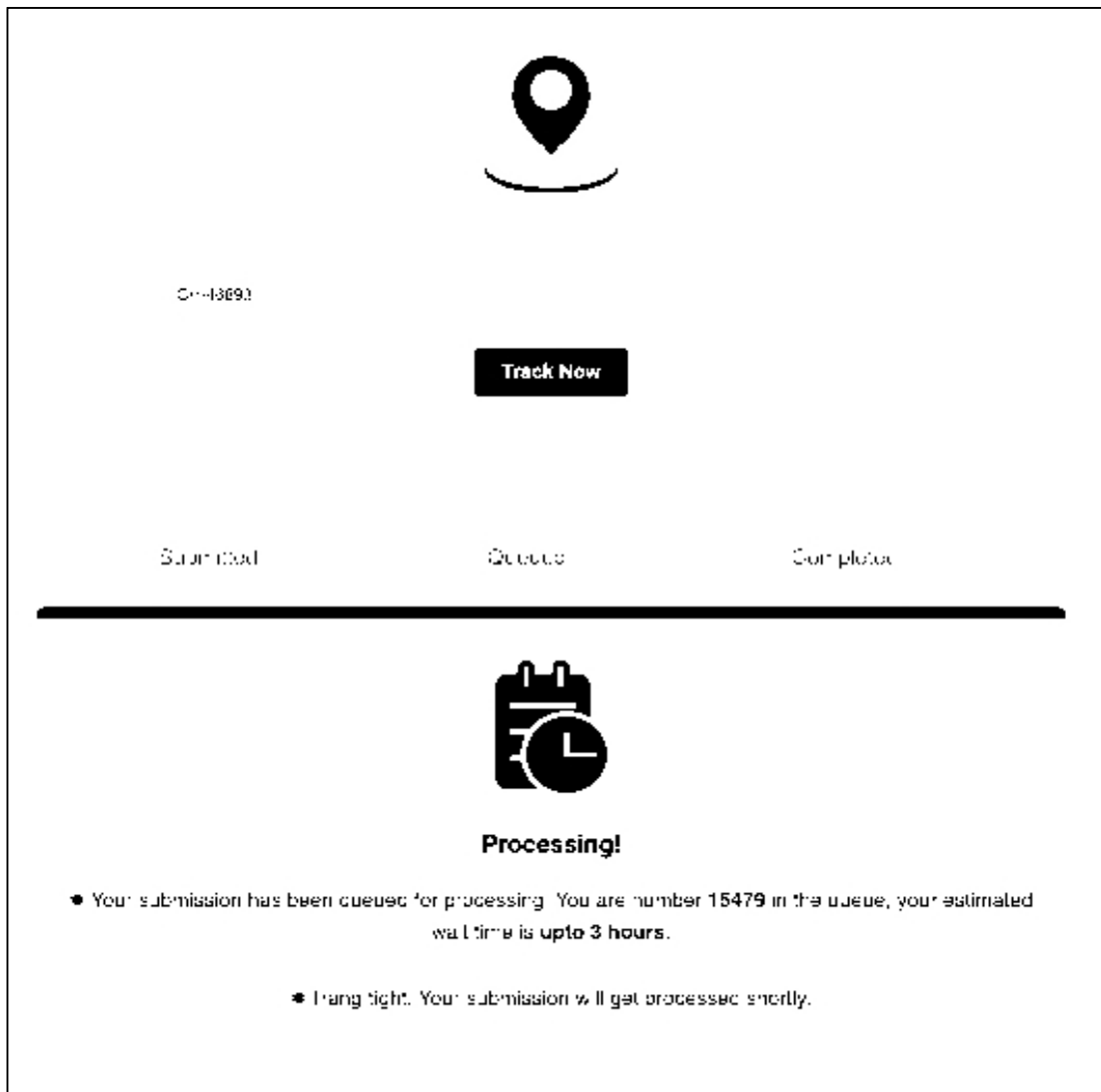
.. Chegg Unlock Plans ..

- * **Basic Chegg plan • \$2**, (Unlock upto 4 Chegg Links).
- * **Premium Chegg plan • \$5**, (Unlock upto 20 Chegg links)
- * **Monthly Chegg plan • \$10**, (Unlock upto 10 Chegg links per day, valid for 28 days).

💰 We charge \$2 for basic Chegg plan. You can Unlock 4 Chegg Links 💰

- * **Tell us your PayPal email**, we will send you an invoice.
- * **Make payment of \$2** to our PayPal.
- * **After you sent the payment**, We will email you the answers instantly.

45. Depending on the user's selection, the Defendant will "unblock" between 4 and 10 Chegg links for a certain amount of time. Upon selection and submission, Defendant provides each user with a "Unique submission ID" to track the processing of a request. For instance, users are able to see whether a request has been "Submitted," is "Queued," or is "Completed." *See Exhibit M*, reproduced below:



46. Once a request is "Completed", Defendant emails the user with specific instructions on next steps, including an invoice and directions to access and download the free answer. *See Exhibit N*.

1 47. Chegg has been and continues to be further damaged because Defendant has
2 been and is infringing upon the CHEGG Marks. Defendant, without authorization, displays
3 the CHEGG Marks both in the 2020 Infringing Posts, 2021 Infringing Post, and in its email
4 response in a manner likely to confuse consumers as to its association, affiliation,
5 endorsement or sponsorship with or by Chegg. Such unauthorized and confusing use of
6 these marks has caused and continues to cause irreparable damage to Chegg and the
7 goodwill it enjoys in the CHEGG Marks.

8 48. Similar to the TechLaCarte criminal conduct, and upon information and
9 belief, Techfilx has also published and maintains numerous blog posts that offer Internet
10 users free access to the subscription-only content and services of a variety of digital content
11 and service providers, including Chegg.

12 49. In particular, Techfilx has published and maintains posts that enable
13 visitors to circumvent Chegg's paywall and access proprietary Chegg Study homework
14 help solutions without a subscription, and thus, without authorization. For instance, one
15



1 post entitled “How to Get Chegg Answers for Free 2020” (“**Chegg Blog**”) was first
 2 published on the Techfilx website sometime in 2020 (republished on March 12, 2021) and
 3 provides a detailed account of how to “Unblur Free Chegg Answers for Free,” along with
 4 a host of other means for users to “find answers for free from Chegg or sites related to
 5 that.” The Chegg Blog is attached as **Exhibit O** and is reproduced in part below:

6 50. Like Defendant’s illegal conduct through TechLaCarte, Chegg has been and
 7 continues to be further damaged because Defendant has been and is infringing upon the
 8 CHEGG Marks through Techfilx. Defendant, without authorization, displays the CHEGG
 9 Marks in the Chegg Blog in a manner likely to confuse consumers as to its association,
 10 affiliation, endorsement or sponsorship with or by Chegg. Such unauthorized and
 11 confusing use of these marks has caused and continues to cause irreparable damage to
 12 Chegg and the goodwill it enjoys in the CHEGG Marks.

13 51. While Chegg continues to monitor Defendant’s criminal conduct and has
 14 implemented innovative technical solutions to thwart Defendant’s actions, Chegg is, at this
 15 point, left with no option other than to commence suit. Without the intervention of this
 16 Court, Defendant will undoubtedly continue to look for new ways to steal Chegg’s content
 17 and monetize his efforts, all to the great detriment of Chegg.

18 **COUNT ONE**
 19 **VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT**

20 52. Chegg realleges and incorporates by reference, as if fully set forth herein, the
 21 allegations in all of the preceding paragraphs.

22 53. Chegg’s computers are involved in interstate and foreign commerce and
 23 communication, and are thus protected computers as defined under 18 U.S.C. § 1030(e)(2).

24 54. On information and belief, Defendant knowingly, and with intent to defraud
 25 Chegg, accessed Chegg’s computers without authorization or in excess of authorization, at
 26 least because Defendant accesses Chegg’s computers for the purpose and with the intent
 27 of obtaining and distributing Chegg Content to individuals who do not subscribe to Chegg’s
 28 services, in violation of Chegg’s Terms of Use.

1 55. On information and belief, Defendant thereby obtained from Chegg's
2 computers valuable information that Defendant distributed through the Infringing Posts, in
3 violation of Chegg's Terms of Use. The information includes Chegg's proprietary material
4 in the form of solutions to homework questions and problems.

5 56. On information and belief, Defendant knowingly, and with intent to defraud
6 Chegg, used the valuable information obtained from Chegg's computers in order to obtain
7 something of value.

8 57. All of Defendant's unlawful and unauthorized access and conduct continues
9 to this day.

10 58. Defendant's conduct is for the purpose of private financial gain and has caused
11 a loss to Chegg during a one-year period in excess of \$5,000. These losses will increase
12 as time goes on.

13 59. Chegg has been and continues to be damaged by Defendant's actions,
14 including by being forced to expend resources to investigate the unauthorized access and
15 abuse of its computer network, as well as by the loss of customers who would otherwise
16 have subscribed to Chegg's platform and the loss of the continuing revenue streams
17 associated with such lost customers. Chegg seeks compensatory and other equitable relief
18 under 18 U.S.C. § 1030(g) in an amount to be proven at trial.

19 60. Chegg has suffered irreparable and incalculable harm and injuries resulting
20 from Defendant's conduct, which harm will continue unless Defendant is enjoined from
21 further unauthorized use of Chegg's protected computers. Chegg has no adequate remedy
22 at law.

23
24 **COUNT TWO**
25 **CALIFORNIA COMPREHENSIVE COMPUTER DATA ACCESS**
 AND FRAUD ACT, CALIFORNIA PENAL CODE § 502

26 61. Chegg realleges and incorporates by reference, as if fully set forth herein, the
27 allegations in all of the preceding paragraphs.
28

62. Defendant knowingly accessed and without permission used Chegg data, computers, computer systems and/or computer networks in order to execute a scheme to defraud and deceive, and in order to wrongfully obtain and control data, in violation of California Penal Code § 502(c)(1).

63. Defendant knowingly accessed and without permission took, copied, and/or used data from Chegg's computers, computer systems and/or computer networks in violation of California Penal Code § 502(c)(2).

64. Defendant knowingly and without permission used or caused to be used Chegg's computer services in violation of California Penal Code § 502(c)(3).

65. Defendant knowingly and without permission provided or assisted in providing a means of accessing Chegg's computers, computer systems and/or computer networks to enable others to wrongfully obtain, take, copy, and/or use Chegg's data, in violation of California Penal Code § 502(c)(6).

66. All of Defendant's unlawful conduct in violation of California Penal Code § 502 continues to this day.

67. Chegg suffered and continues to suffer damage as a result of Defendant's violations of California Penal Code § 502 identified above.

68. Chegg has suffered irreparable and incalculable harm and injuries resulting from Defendant's conduct, which harm will continue unless Defendant's conduct is enjoined. Chegg has no adequate remedy at law.

69. Defendant willfully violated California Penal Code § 502 with conscious disregard of Chegg's rights, and Defendant's actions as alleged above were carried out with fraud and malice.

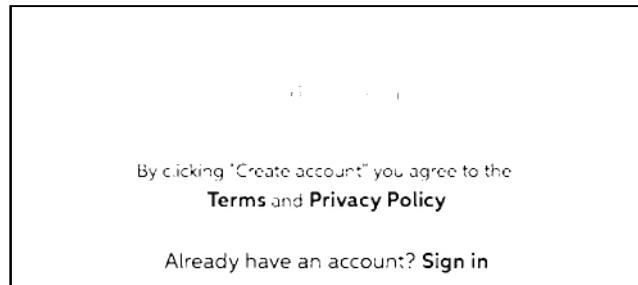
70. Pursuant to California Penal Code § 502(e), Chegg is entitled to injunctive relief, compensatory damages, punitive or exemplary damages, attorneys' fees, costs and other equitable relief.

COUNT THREE
BREACH OF CONTRACT

71. Chegg realleges and incorporates by reference, as if fully set forth herein, the allegations in all of the preceding paragraphs.

72. Use of Chegg's platform and services is governed by and subject to Chegg's Terms of Use. All users of Chegg.com must agree to the Terms of Use as a condition of their use of Chegg's services and content, regardless of whether they register with the site or merely visit it as a guest. The Terms of Use apply regardless of whether a user accesses Chegg.com by computer, mobile device, or otherwise, and whether the access is direct or through a third-party website or server.

73. In order to access Chegg's proprietary solutions to homework questions and problems, users must create an account and subscribe to Chegg's services. During the account creation process, users are expressly put on notice that their access to Chegg's services is subject to Chegg's Terms of Use:



74. Chegg's Terms of Use expressly prohibit users of Chegg.com from sharing their account or any services and from copying and reproducing Chegg Content.

75. Defendant has willfully and repeatedly breached the Terms of Use by collecting, copying, and reproducing proprietary Chegg Content through the Infringing Posts and thereby effectively sharing its accounts and Chegg's services with others.

76. Chegg has suffered irreparable and incalculable harm and injuries resulting from Defendant's conduct, which harm will continue unless Defendant's conduct is enjoined. Chegg has no adequate remedy at law.

1 77. Chegg is therefore entitled to injunctive relief, compensatory damages,
2 attorneys' fees, costs, and/or other equitable relief.

3 **COUNT FOUR**
4 **TRADEMARK INFRINGEMENT**

5 78. Chegg realleges and incorporates by reference, as if fully set forth herein, the
6 allegations in all of the preceding paragraphs.

7 79. Chegg owns numerous U.S. federal registrations for the CHEGG mark and
8 variations thereof, including U.S. Registration Nos. 5,058,869; 4,777,915; 4,021,925;
9 3,970,742; 4,485,490; 3,191,844. These registrations are in full force and effect and are
10 enforceable. Registration Nos. 4,021,925, 3,970,742, and 3,191,844 have become
11 incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, thereby constituting
12 conclusive and independent evidence of Chegg's exclusive right to use those marks in
13 commerce in connection with the products and services identified in those registrations.

14 80. Defendant displayed the CHEGG mark on its website, and this use in
15 interstate commerce is likely to cause consumers to confuse or mistake, or to deceive
16 consumers as to, the origin of the services offered by Defendant and as to their affiliation,
17 connection, or association with and/or endorsement or approval by Chegg.

18 81. The foregoing acts of Defendant constitute false designation of origin,
19 association, affiliation, connection, endorsement and/or approval under 15 U.S.C. §
20 1125(a).

21 82. Defendant's actions also constitute the use in interstate commerce of a
22 reproduction, counterfeit, copy, or colorable imitation of a registered trademark of Chegg
23 in connection with the sale, offering for sale, distribution, or advertising of services on or
24 in connection with which such use is likely to cause confusion or mistake, or to deceive, in
25 violation of 15 U.S.C. § 1114.

26 83. Upon information and belief, Defendant has engaged in such false designation
27 of origin, association, affiliation, connection, endorsement and/or approval knowingly,
28

1 willfully, deliberately, and in conscious disregard of Chegg's rights, making this an
2 exceptional case within the meaning of 15 U.S.C. § 1117.

3 84. Chegg has been damaged, and Defendant has been unjustly enriched, by such
4 unlawful conduct in an amount to be proven at trial.

5 85. In addition, Defendant's conduct described herein has caused and, if not
6 enjoined, will continue to cause irreparable damage to Chegg's rights in its marks, and to
7 the positive reputation and goodwill of Chegg, which cannot be adequately compensated
8 solely by monetary damages. Chegg therefore has no adequate remedy at law and seeks
9 permanent injunctive relief pursuant to 15 U.S.C. § 1116.

10 **JURY DEMAND**

11 86. Chegg requests a trial by jury on all claims so triable.

12 **RELIEF REQUESTED**

13 87. Chegg respectfully requests that judgment be entered in its favor and against
14 Defendant on all counts.

15 88. Chegg requests that the Court issue preliminary, interim, and permanent
16 injunctive relief enjoining and restraining Defendant and its agents, employees, successors,
17 and assigns, and all other persons acting in concert with or in conspiracy with or affiliated
18 with Defendant, from:

- 19 A. Accessing or attempting to access Chegg's website and protected
20 computer systems for any purposes whatsoever;
- 21 B. Using any accounts, creating any new accounts, or taking over any
22 existing accounts, on Chegg.com, for any purposes whatsoever;
- 23 C. Assisting, instructing, or providing a means for others to access
24 Chegg's website and computer systems in excess of authorization;
- 25 D. Using or reproducing Chegg's proprietary "Chegg Study" materials
26 anywhere or in any way;
- 27
28

1 E. Using the CHEGG Marks or any other name or mark in a manner which
 2 is likely to cause the public to be confused as to the source or
 3 sponsorship of Defendant's products, services, or websites; and

4 F. Otherwise further diluting or infringing the CHEGG Marks.

5 89. Chegg further requests that the Court order the following additional non-
 6 monetary relief:

7 A. Destruction of all copies of Chegg's proprietary materials unlawfully
 8 obtained by Defendant, whether same are in the custody or control of
 9 Defendant or its employees, agents, assigns, or the third-party service
 10 providers (including, without limitation, web hosts, proxy servers,
 11 privacy services and domain registrars);

12 B. A detailed accounting of web traffic, web analytics, and revenues
 13 obtained directly or indirectly by Defendant and/or its agents as a direct
 14 or indirect result of the unlawful copying of Chegg's proprietary
 15 content;

16 C. Identification of each and every Chegg account and user name ever
 17 used or controlled by Defendant, or any of its employees, agents, and
 18 assigns, to engage in the complained-of conduct or for any other
 19 purposes whatsoever; and

20 D. That Defendant certify and confirm, in writing and under oath, within
 21 thirty (30) days of the issuance of any order of the Court providing a
 22 remedy to Chegg, that Defendant has complied fully and completely
 23 with all requirements of such order.

24 90. Chegg further requests that the court award to Chegg as permitted by law and
 25 in such amounts to be proven at trial:

26 A. Monetary damages, including but not limited to compensatory,
 27 statutory, and punitive damages;

28 B. Defendant's profits;

1 C. Punitive or exemplary damages;

2 D. Chegg's reasonable costs, including reasonable attorneys' fees; and

3 E. Pre- and post-judgment interest.

4 91. Chegg further requests such other relief as the Court may deem just and
5 proper.

6 DATED: MARCH 26, 2021

7 **FOLEY & LARDNER LLP**

8 /s/ Eileen R. Ridley

9 EILEEN R. RIDLEY, CA BAR NO.
10 151735

11 JAMI A. GEKAS (*Pro Hac Vice pending*)

12 JOSHUA L. HARRIS (*Pro Hac Vice
pending*)

13 Attorneys for Plaintiff
14 CHEGG, INC.